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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
  
Plaintiff,  
  
vs.  
  
Jacqueline Alaniz Espino,  
  
Defendant.

No. CR-25-00009-PHX-MTL (ASB)

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, Jacqueline Alaniz Espino, hereby agree to resolve this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to Count 1 of the information charging the defendant with a violation of 18 United States Code (U.S.C.) § 666(a)(1)(B), Bribery Concerning Programs Receiving Federal Funds, a Class C felony offense.

**2. MAXIMUM PENALTIES**

a. A violation of 18 U.S.C. § 666(a)(1)(B) is punishable by a maximum fine of \$250,000, a maximum term of imprisonment of 10 years, or both, and a term of supervised release of 3 years. A maximum term of probation is five years (including a minimum term of one year if probation is imposed).

b. According to the Sentencing Guidelines issued pursuant to the Sentencing Reform Act of 1984, the Court shall order the defendant to:

1 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.  
2 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
3 appropriate;

4 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
5 fine is not appropriate;

6 (3) serve a term of supervised release when required by statute or when a  
7 sentence of imprisonment of more than one year is imposed (with the understanding that  
8 the Court may impose a term of supervised release in all other cases); and

9 (4) pay upon conviction a \$100 special assessment for each count to  
10 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

11 c. The Court is required to consider the Sentencing Guidelines in determining  
12 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
13 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
14 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
15 the Court accepts.

16 **3. AGREEMENTS REGARDING SENTENCING**

17 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and defendant  
18 stipulate that defendant's sentence shall not exceed the low end of the sentencing range as  
19 calculated under U.S.S.G. § 1B1.1(a). This stipulated sentencing cap will not change based  
20 on departures considered under U.S.S.G. § 1B1.1(b). Nothing in this agreement shall  
21 preclude defendant from moving for a downward departure, variance, or sentence below  
22 the cap, or the court from imposing a sentence below the cap.

23 b. Recommendation. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United  
24 States will recommend that the conduct to which defendant admits in this agreement,  
25 namely bribery and embezzlement, should group pursuant to U.S.S.G. § 3D1.2.

26 c. Non-Binding Recommendations. The defendant understands that  
27 recommendations are not binding on the Court. The defendant further understands that the  
28

1 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a  
2 recommendation.

3 d. Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant  
4 specifically agrees to pay full restitution, regardless of the resulting loss amount but in no  
5 event more than \$740,970, to all victims directly or proximately harmed by the defendant's  
6 "relevant conduct," including conduct pertaining to any dismissed counts or uncharged  
7 conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such conduct constitutes  
8 an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant understands that  
9 such restitution will be included in the Court's Order of Judgment and that an unanticipated  
10 restitution amount will not serve as grounds to withdraw the defendant's guilty plea or to  
11 withdraw from this plea agreement.

12 e. Assets and Financial Responsibility. The defendant shall make a full  
13 accounting of all assets in which the defendant has any legal or equitable interest. The  
14 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
15 transfer any such assets or property before sentencing, without the prior approval of the  
16 United States (provided, however, that no prior approval will be required for routine, day-  
17 to-day expenditures). The defendant also expressly authorizes the United States Attorney's  
18 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
19 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant  
20 also shall make full disclosure of all current and projected assets to the U.S. Probation  
21 Office immediately and prior to the termination of the defendant's supervised release or  
22 probation, such disclosures to be shared with the U.S. Attorney's Office, including the  
23 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
24 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
25 under this agreement and the law.

26 f. Acceptance of Responsibility. If the defendant makes full and complete  
27 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's  
28 commission of the offense, and if the defendant demonstrates an acceptance of

1 responsibility for this offense up to and including the time of sentencing, the United States  
2 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
3 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
4 the United States will move the Court for an additional one-level reduction in the applicable  
5 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

6 **4. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

7 a. If the Court, after reviewing this plea agreement, concludes that any  
8 provision contained herein is inappropriate, it may reject the plea agreement and give the  
9 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
10 11(c)(5).

11 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
12 vacated, or reversed at any time, this agreement shall be null and void, the United States  
13 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
14 any charges that have been dismissed because of this plea agreement shall automatically  
15 be reinstated. In such event, the defendant waives any and all objections, motions, and  
16 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
17 restrictions in bringing later charges or proceedings. The defendant understands that any  
18 statements made at the time of the defendant's change of plea or sentencing may be used  
19 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
20 limitations of Fed. R. Evid. 410.

21 **5. WAIVER OF DEFENSES AND APPEAL RIGHTS**

22 The defendant waives (1) any and all motions, defenses, probable cause  
23 determinations, and objections that the defendant could assert to the indictment or  
24 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
25 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
26 judgment against the defendant, or any aspect of the defendant's sentence, including the  
27 manner in which the sentence is determined, including but not limited to any appeals under  
28 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255

(habeas petitions), and any right to file a motion for modification of sentence, including under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall result in the dismissal of any appeal, collateral attack, or other motion the defendant might file challenging the conviction, order of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of “prosecutorial misconduct” (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

**6. DISCLOSURE OF INFORMATION**

a. The United States retains the unrestricted right to provide information and make any and all statements it deems appropriate to the U.S. Probation Office and to the Court in connection with the case.

b. Any information, statements, documents, and evidence that the defendant provides to the United States pursuant to this agreement may be used against the defendant at any time.

c. The defendant shall cooperate fully with the U.S. Probation Office. Such cooperation shall include providing complete and truthful responses to questions posed by the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

**7. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of

1 returned property the defendant receives may be offset and applied to federal debts (which  
 2 offset will not affect the periodic payment schedule). If the Court imposes a schedule of  
 3 payments, the schedule of payments shall be merely a schedule of minimum payments and  
 4 shall not be a limitation on the methods available to the United States to enforce the  
 5 judgment.

## 6 **8. ELEMENTS**

### 7 **Bribery Concerning Programs Receiving Federal Funds**

8 Between in or about October 2020 and April 2022, in the District of Arizona:

- 9 1. the Arizona Department of Economic Security (“DES”) is a local  
 10 government agency;
- 11 2. defendant was an agent of DES;
- 12 3. defendant corruptly agreed to accept something of value with the intent to be  
 13 influenced or rewarded in connection with any business, transaction, or series  
 14 of transactions, of DES involving anything of value of \$5,000 or more; and
- 15 4. DES received benefits in excess of \$10,000 in federal funds in any single  
 16 year.

## 17 **9. FACTUAL BASIS**

18 a. The defendant admits that the following facts are true and that if this matter  
 19 were to proceed to trial the United States could prove the following facts beyond a  
 20 reasonable doubt:

21 b. Between October 2020 and April 2022, defendant served as a served as  
 22 Program Services Evaluator (“PSE”) with DES’s Division of Benefits and Medical  
 23 Eligibility. In that role, defendant was responsible for adjudicating claims for  
 24 unemployment insurance (“UI”) as well as Pandemic Unemployment Assistance (“PUA”)  
 25 and determine claimant eligibility. DES is a local government agency that receives benefits  
 26 in excess of \$10,000 in federal funds each year during the relevant time frame.

27 While employed as a PSE at DES, defendant accepted bribes to approve UI and  
 28 PUA claims. For example, between April and August 2021, defendant agreed to approve

1 PUA claims for Individual 1, who was not qualified to receive PUA benefits, in exchange  
2 for bribe payments from a second individual, Individual 2, who was assisting Individual 1  
3 obtain PUA funds. More specifically, between March 10, 2021, and May 10, 2021, DES  
4 issued seven PUA benefit claims totaling \$12,963 intended for Individual 1, but which  
5 defendant arranged to be deposited into Individual 2's bank account. The payments were  
6 made to Individual 2 after defendant changed the deposit information on Individual 1's  
7 DES account, resolved "alerts" that appeared on the account, and submitted multiple  
8 weekly certifications confirming Individual 1's unemployment status. In exchange for  
9 defendant's official actions, Individual 2 paid defendant approximately \$3,000 on behalf  
10 of Individual 1.

11 Defendant accepted bribe payments in exchange for approving other PUA claims.  
12 In total, defendant accepted bribes to process nine different UI/PUA claims, which resulted  
13 in DES paying a total of \$140,298 in claims that were not adjudicated through the proper  
14 process.

15 In addition to accepting bribes to process claims, during the same period of time,  
16 defendant embezzled and misapplied DES funds for her own benefit and for the benefit of  
17 others. In total, defendant embezzled or misapplied \$600,672 in DES UI/PUA claims that  
18 were not processed through the proper process.

19 c. The defendant shall swear under oath to the accuracy of this statement and,  
20 if the defendant should be called upon to testify about this matter in the future, any  
21 intentional material inconsistencies in the defendant's testimony may subject the defendant  
22 to additional penalties for perjury or false swearing, which may be enforced by the United  
23 States under this agreement.

#### 24 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

25 I have read the entire plea agreement with the assistance of my attorney. I  
26 understand each of its provisions and I voluntarily agree to it.

27 I have discussed the case and my constitutional and other rights with my attorney.  
28 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,



1 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to  
2 present evidence in my defense, to remain silent and refuse to be a witness against myself  
3 by asserting my privilege against self-incrimination, all with the assistance of counsel, and  
4 to be presumed innocent until proven guilty beyond a reasonable doubt.

5 I agree to enter my guilty plea as indicated above on the terms and conditions set  
6 forth in this agreement.

7 I have been advised by my attorney of the nature of the charges to which I am  
8 entering my guilty plea. I have further been advised by my attorney of the nature and range  
9 of the possible sentence and that my ultimate sentence shall be determined by the Court  
10 after consideration of the advisory Sentencing Guidelines.

11 My guilty plea is not the result of force, threats, assurances, or promises, other than  
12 the promises contained in this agreement. I voluntarily agree to the provisions of this  
13 agreement and I agree to be bound according to its provisions.

14 I understand that if I am granted probation or placed on supervised release by the  
15 Court, the terms and conditions of such probation/supervised release are subject to  
16 modification at any time. I further understand that if I violate any of the conditions of my  
17 probation/supervised release, my probation/supervised release may be revoked and upon  
18 such revocation, notwithstanding any other provision of this agreement, I may be required  
19 to serve a term of imprisonment or my sentence otherwise may be altered.

20 This written plea agreement, and any written addenda filed as attachments to this  
21 plea agreement, contain all the terms and conditions of the plea. Any additional  
22 agreements, if any such agreements exist, shall be recorded in a separate document and  
23 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
24 be in the public record.

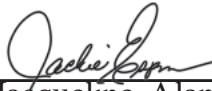
25 I further agree that promises, including any predictions as to the Sentencing  
26 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
27 (including my attorney) that are not contained within this written plea agreement, are null  
28 and void and have no force and effect.



1 I am satisfied that my defense attorney has represented me in a competent manner.

2 I fully understand the terms and conditions of this plea agreement. I am not now  
3 using or under the influence of any drug, medication, liquor, or other intoxicant or  
4 depressant that would impair my ability to fully understand the terms and conditions of this  
5 plea agreement.

6 1/2/2025  
7 Date

  
8 Jacqueline Alaniz Espino  
Defendant

9 **APPROVAL OF DEFENSE COUNSEL**

10 I have discussed this case and the plea agreement with my client in detail and have  
11 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
12 constitutional and other rights of an accused, the factual basis for and the nature of the  
13 offense to which the guilty plea will be entered, possible defenses, and the consequences  
14 of the guilty plea including the maximum statutory sentence possible. I have further  
15 discussed the concept of the advisory Sentencing Guidelines with the defendant. No  
16 assurances, promises, or representations have been given to me or to the defendant by the  
17 United States or any of its representatives that are not contained in this written agreement.  
18 I concur in the entry of the plea as indicated above and that the terms and conditions set  
19 forth in this agreement are in the best interests of my client. I agree to make a bona fide  
20 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
21 Fed. R. Crim. P. 11.

22 01/02/2025  
23 Date

  
24 Debbie Jang  
25 Attorney for Defendant  
26  
27  
28

**APPROVAL OF THE UNITED STATES**

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

GARY M. RESTAINO  
United States Attorney  
District of Arizona

1/6/25

Date



Digitally signed by ARON  
KETCHEL  
Date: 2025.01.06 11:32:06  
-07'00'

Aron Ketchel  
Assistant U.S. Attorney

**ACCEPTANCE BY THE COURT**

Date

Honorable  
United States District Judge